

# EXHIBIT 13

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

NINETEEN77 CAPITAL SOLUTIONS A LP;  
BERMUDEZ MUTUARI, LTD.; and  
WILMINGTON TRUST NATIONAL  
ASSOCIATION,

Plaintiffs,

-against-

CHARIF SOUKI, Individually; KARIM  
SOUKI, CHRISTOPHER SOUKI, and LINA  
SOUKI RIZZUTO, as Trustees of the SOUKI  
FAMILY 2016 TRUST,

Defendants.

Index No. 654043 / 2023

**AFFIDAVIT IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
SUMMARY JUDGMENT IN LIEU OF  
COMPLAINT**

STATE OF NEW YORK     )  
  )  
COUNTY OF NEW YORK    )

Rodrigo Trelles Zabala, being first duly sworn, deposes and says:

1. I am a Managing Director and Co-Head of the O'Connor Capital Solutions business at UBS O'Connor LLC ("O'Connor"). I submit this affidavit in support of the motion filed by Nineteen77 Capital Solutions A LP, Bermudez Mutuari, Ltd., (together with Ninteen77 Capital Solutions A LP, the "Lenders") and Wilmington Trust National Association (together with Lenders, the "Plaintiffs") in support of Plaintiffs' motion for summary judgment in lieu of complaint under New York Civil Practice Law and Rules ("CPLR") § 3213 (the "Motion") against Charif Souki ("Souki") based on a 2017 Loan Agreement<sup>1</sup> and 2018 Loan Agreement<sup>2</sup> (the "Loan

<sup>1</sup> Exhibit 1 to the Affirmation of Harry F. Murphy, filed herewith.

<sup>2</sup> Exhibit 7 to the Affirmation of Harry F. Murphy, filed herewith.

Agreements”) guaranteed by, among others, the Souki Family 2016 Trust (the “Trust”) (collectively, the “Loan Parties” or “Defendants”). UBS O’Connor serves as the investment adviser to the Lenders pursuant to investment management agreements with each Lender. All of the facts set forth herein are based upon my personal knowledge or upon documents and information obtained or reviewed by me and that are kept by O’Connor in the ordinary course of its businesses, to which I have access.

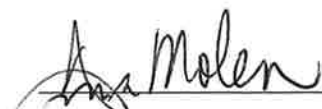
2. Attached hereto as Exhibit 1 is a table showing the “Loan Obligations” of Charif Souki under the Loan Agreements as of August 17, 2023. O’Connor tracks Mr. Souki’s Loan Obligations in the ordinary course of business and Exhibit 1 was created using the same information and methodology that O’Connor uses in the ordinary course of business.

DATED: August 21, 2023

By: 

Print Name: Rodrigo Trelles Zabala

Sworn to and subscribed before me  
this 21 day of August, 2023

  
Notary Public

**NOTARY PUBLIC**  
Notary Public, State of New York  
No. 011604780765  
Qualified in Orange County  
Certificate Filed in New York County  
Commission Expires Aug 31, 2025 

**CERTIFICATION OF COMPLIANCE**

This memorandum complies with the word-count limit of Rule 17 of the Rules of the Commercial Division of the Supreme Court of the State of New York because it contains 264 words (based on the Microsoft Word count function), excluding the parts of the memorandum exempted by Commercial Division Rule 17.

DATED: August 21, 2023

By: /S/ Harry F. Murphy

Harry F. Murphy

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Index No. \_\_\_\_\_ / 2023

**CERTIFICATION OF CONFORMITY**

1. This Certificate of Conformity is submitted pursuant to CPLR 2309(c).
2. I am an attorney duly licensed to practice law in the State of New York and affirm the following to be true under the penalties of perjury.
3. I certify that the Affidavit of Rodrigo Trelles Zabala, sworn to on August 21, 2023, was taken in the manner prescribed by the laws of the State of New York, and based upon my review, conforms to the laws hereof.

DATED: August 21, 2023

By: /s/ Harry F. Murphy

Harry F. Murphy

# EXHIBIT 1

**Charif Souki Loan Obligation Walk**

	<u>2017 Loan</u>	<u>2018 Loan</u>	<u>Total</u>
3/30/2021 Loan Obligation Outstanding	24,704,525.81	88,692,558.68	113,397,084.48
AVR Proceeds	(11,983,912.47)	-	(11,983,912.47)
TELL Proceeds (net of protective advance costs)	-	(35,041,875.33)	(35,041,875.33)
Accrued unpaid interest (incl. default interest)	4,764,270.37	28,694,675.87	33,458,946.24
5/8/2023 Ending Loan Obligation Outstanding	17,484,883.70	82,345,359.21	99,830,242.91
Accrued unpaid interest (incl. default interest)	-	33,900.97	33,900.97
Cost to fund Tango rebuild	-	1,273,452.08	1,273,452.08
Net Yacht Proceeds (net of protective advance costs)	-	(7,118,631.00)	(7,118,631.00)
5/9/2023 Ending Loan Obligation Outstanding	17,484,883.70	76,534,081.25	94,018,964.96
Accrued unpaid interest (incl. default interest)	523,463.36	3,188,920.05	3,712,383.41
<b>8/17/2023 Ending Loan Obligation Outstanding</b>	<b>18,008,347.07</b>	<b>79,723,001.31</b>	<b>97,731,348.37</b>
Additional protective advances, fees, etc (ESTIMATE) thru 8/17	1,449,507.32	0	1,449,507.32
<b>TOTAL INCLUDING PROTECTIVE ADVANCE ESTIMATES</b>			<b>99,180,855.69</b>